

AG Contract No. KR02-0542TRN
ADOT ECS File No. JPA 01-185
Project: TEA-040-A(2)A
TRACS: H551901C
Section: I-40 Mohave Wash Pathway
(Between Beverly Avenue and
Approx 600 feet north of Kino Boulevard)

INTERGOVERNMENTAL AGREEMENT

BETWEEN

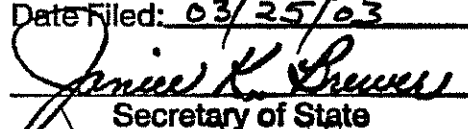
THE STATE OF ARIZONA
THE CITY OF KINGMAN,
AND
MOHAVE COUNTY, ARIZONA

THIS AGREEMENT is entered into 25th March, 2003 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the City of Kingman, acting by and through its Mayor and City Council (the "City"), and Mohave County, acting by and through its Board of Supervisors (the "County")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State
2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.
3. The County is empowered by Arizona Revised Statutes Section 22-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County
4. It is to the mutual advantage of the State, the City and the County, to landscape certain areas and construct a 10-foot multi-use pathway along the east side of Mohave Wash, between Beverly Avenue and approximately 600 feet north of Kino Avenue, herein referred to as the "Project"
5. It is understood and agreed by the parties herein, the State, upon completion of the Project will transfer ownership jurisdiction and maintenance responsibilities of the 10-foot multi-use pathway along Mohave Wash between Beverly and Kino, to the City, as provided in agreement JPA 96-31, attached hereto by reference

NO. 25907
Filed with the Secretary of State
Date Filed: 03/25/03


Secretary of State

By: 

6 The work embraced by this agreement involves construction of a 10-foot wide Multi-Use Path along Mohave Wash, between Beverly and Kino, including landscaping and irrigation, currently estimated at \$450,000

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1 The State will prepare pathway, landscape, and irrigation plans for the Project and submit them to the City and County for concurrence.

2 After City and County concurrence of the plans, the project will be constructed by the State, using State and Federal funds.

3 The City shall arrange to have furnished and installed in its name necessary water services from water mains to the designated locations within the right of way at the State's expense.

4 The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5 After satisfactory completion of construction, including the 365 day long landscaping establishment phase, the City shall maintain the multi-use pathway along Mohave Wash, the landscaping and the irrigation system, including all testing, adjusting, repairing and operation of the irrigation system.

6 The City hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the Project.

7 The County hereby grants the necessary temporary construction easements, rights of entry for construction, and/or maintenance of the Project, to the City or the State as applicable.

III. MISCELLANEOUS PROVISIONS

1 This agreement shall become effective upon filing with the Secretary of State.

2 The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event the City terminates this agreement, the State shall in no way be obligated to maintain said landscaping.

3 This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4 The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy, which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6 All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Contracting:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Kingman
City Manager
310 N. Fourth Street
Kingman, AZ 86401

For Invoicing and Project Manager Approvals:

Arizona Department of Transportation
Transportation Enhancement & Scenic Roads Section
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Kingman
Rob Owen, Community Development
310 N. Fourth Street
Kingman, AZ 86401

Mohave County
County Manager
P.O. Box 7000
Kingman, AZ 86401

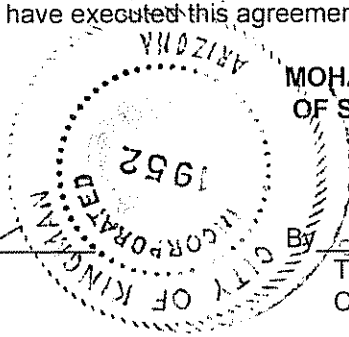
7 Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written

CITY OF KINGMAN

MOHAVE COUNTY BOARD
OF SUPERVISORS

By *Lester Byram*
LESTER BYRAM
Mayor



By *Tom Sockwell*
TOM SOCKWELL
Chairman of the Board

ATTEST

ATTEST:

By *Charlene Ware*
CHARLENE WARE
City Clerk

By *Barbara Bracken*
BARBARA BRACKEN
County Clerk

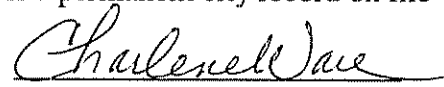
STATE OF ARIZONA
Department of Transportation

By *Susan Tellez*
SUSAN TELLEZ
Contract Administrator / Development



I, Charlene Ware, City Clerk of the City of Kingman, certify that the following is a true and accurate copy of Resolution No. 3816 passed and adopted by the Kingman Common Council at their meeting on February 3, 2003. The original of Resolution No. 3816 is a permanent city record on file in my office.

Given under my hand and seal on February 5, 2003.


Charlene Ware

CITY OF KINGMAN, ARIZONA

RESOLUTION NO. 3816

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA; AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE AZ DEPARTMENT OF TRANSPORTATION OUTLINING RESPONSIBILITIES FOR THE ADOT MOHAVE WASH PATHWAY PROJECT.

WHEREAS, the State of Arizona is empowered by ARS §28-108 to enter into intergovernmental agreements with cities; and

WHEREAS, the City of Kingman is empowered by ARS §48-572 to enter into intergovernmental agreements; and

WHEREAS, the City of Kingman, Mohave County, and the State of Arizona desire to enter into an agreement for the pathway and landscaping along the Mohave Channel.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk of the City of Kingman are hereby authorized to execute the Intergovernmental Agreement between the State of Arizona and the City of Kingman, entitled


AG Contract No. KR02-0542TRN
ADOT ECS File No. JPA 01-185
Project: TEA-040-A(2)A
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Section: I-40 Mohave Wash Pathway
(Between Beverly Avenue and
Approx. 600 feet north of Kino Blvd.)

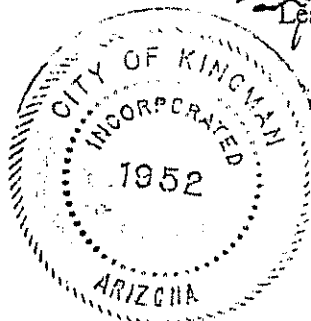
PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona, on February 3, 2003.

ATTEST


Charlene Ware, City Clerk

APPROVED:


Lester Byram, Mayor



INTERGOVERNMENTAL AGREEMENT DETERMINATION

JPA 01-185

APPROVAL OF THE CITY OF KINGMAN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF KINGMAN, the STATE OF ARIZONA and MOHAVE COUNTY is an agreement among public agencies which has been reviewed pursuant to A R S Section 11-952, as amended, by the undersigned City Attorney who has determined that it is in the proper form and is within the powers and authority granted by the CITY OF KINGMAN.

No opinion is expressed as to the authority of the remaining parties, other than the CITY OF KINGMAN, to enter into this agreement

DATED this 17th day of January, 2003

Robert A. Taylor
Robert A Taylor, CITY ATTORNEY

MOHAVE COUNTY BOARD of SUPERVISORS

P O Box 7000

809 East Beale Street

Kingman, Arizona 86402-7000

Website - www.co.mohave.az.us

TDD - (928) 753-0726



District 1
Pete Byers
(928) 753-0722

District 2
Tom Sockwell
(928) 758-0713

District 3
Buster D Johnson
(928) 453-0724

County Manager
Ron E. Walker
(928) 753-0729
FAX (928) 753-5103

Clerk of the Board
Barbara Bracken
(928) 753-0731
FAX (928) 753-0732

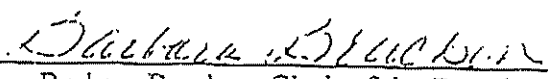
MOHAVE COUNTY BOARD OF SUPERVISORS 809 E. BEALE STREET, KINGMAN, ARIZONA March 14, 2003

MINUTE ORDER – 2003-01

In the matter identified as Consent Item 38, at the March 3, 2003, Board of Supervisors Meeting, the following motion was recorded:

Motion was made by Supervisor Byers, seconded by Supervisor Johnson, and unanimously carried to approve an Intergovernmental Agreement between the City of Kingman, Arizona Department of Transportation, and Mohave County for the construction of a 10 foot wide Multi-Use Path along the Mohave Wash, between Beverly and Kino, including landscape and irrigation. The County's scope of work is to grant a temporary construction easement, rights of entry for construction, and/or maintenance of the Project to the City or the State, as applicable.

MOHAVE COUNTY BOARD OF SUPERVISORS


Barbara Bracken, Clerk of the Board

Dated this 14th day of March, 2003.



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE 602.542.8855

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-0542TRN (JPA 01-185), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED March 19, 2003.

TERRY GODDARD
Attorney General

A handwritten signature in cursive script, reading "Susan Davis".

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/ss

att.

AG Contract No. KR96 0585TRN
ADOT EOS File No. JPA 96-31
Project: H5648 02C
Section: Mohave Channel @ Kino
Beverly Avenue, Harrison - Stockton Hill

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF KINGMAN

THIS AGREEMENT is entered into 10 APRIL 2001,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the CITY OF KINGMAN, acting by and through its
MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City

3. Incident to state highway improvement projects in the past the State has acquired a portion of the Mohave Channel in the City, which would more appropriately be within the ownership and maintenance jurisdiction of the City. The State and the City desire to transfer ownership and maintenance jurisdiction of the Mohave Channel within the State right-of-way to the City, and Beverly Avenue from Harrison to Stockton Hill Road.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

24537
To the Secretary of State
Filed 04/10/01
Vicky D. Harnwood

II. SCOPE

1. The State will:

a. Provide the City not to exceed \$30,000.00 to design and construct a fair weather roadway crossing across the Mohave channel at Kino.

b. Enhance the area adjacent to the Mohave channel by providing a 10 foot wide multi-purpose pathway and landscaping from Beverly to Kino under a separate State project (H551901C).

c. Rechannelize Mohave channel from Beverly to Kino under a separate State project (H564801C).

d. Widen Beverly from Harrison to Stockton Hill Road under a separate State project (H561201C) & landscape said area.

e. After transfer of funds from the State to the City and the completion of construction of the above noted projects, and upon approval and by formal resolution of the Transportation Board, transfer ownership jurisdiction and maintenance responsibility of Mohave Channel & Beverly (Harrison to Stockton Hill Road) within the State's right of way to the City, as shown on exhibit A, which is attached hereto and made a part hereof.

2. The City will:

a. Design and construct a fair weather roadway crossing over the Mohave Channel at Kino. Be responsible for all costs associated with the fair weather roadway crossing over and above the State's contribution of \$30,000.00, including any contractor claims for extra compensation due to delays or whatever reason. Be responsible for administering the mitigation of any hazardous materials or hazardous material spills in the channel occurring after the transfer of the channel from the State to the City.

b. After transfer of funds from the State to the City and the completion of construction of the above noted projects, and upon approval and by resolution of the Transportation Board, accept ownership and maintenance jurisdiction of Mohave Channel & Beverly (Harrison to Stockton Hill Road) within the State's right-of-way, as shown on exhibit A, which is attached hereto and made a part hereof.

c. If applicable, waive the requirements of Arizona Revised Statutes 28-7209 (formerly 28-106).

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said improvements and transfer of ownership; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance of any of the provisions of this agreement, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Kingman
City Manager
310 N. 4th Street
Kingman, AZ 86401

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF KINGMAN

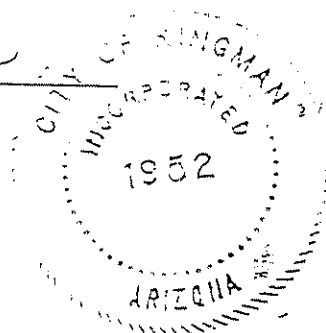
STATE OF ARIZONA
Department of Transportation

By *Lester Syram*
LESTER SYRAM
Mayor

By *William Higgins*
WILLIAM HIGGINS
Deputy State Engineer

ATTEST

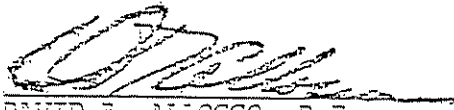
By *Charlene Ware*
CHARLENE WARE
City Clerk



RESOLUTION

BE IT RESOLVED on this 12nd day of December 1990, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Kingman for the purpose of defining responsibilities for the transfer of ownership jurisdiction of Mohave channel at King in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

CITY OF KINGMAN, ARIZONA

RESOLUTION NO 3610

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA; AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE AZ DEPARTMENT OF TRANSPORTATION RELATING TO ACCEPTING IMPROVEMENTS AND CONTINUING MAINTENANCE OF BEVERLY AVE AND A PORTION OF THE MOHAVE WASH CHANNEL.

WHEREAS, the State of Arizona is empowered by ARS §28-108 to enter into intergovernmental agreements with cities; and

WHEREAS, the City of Kingman is empowered by ARS §48-572 to enter into intergovernmental agreements; and

WHEREAS, the State of Arizona and the City of Kingman desire to transfer ownership and maintenance jurisdiction of the Mohave Channel within the state right-of-way to the City, and

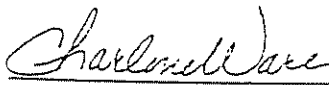
WHEREAS, the City of Kingman and the State of Arizona propose to enter into an agreement with regard to funding and construction of certain projects leading up to the the proposed transfer

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk of the City of Kingman are hereby authorized to execute the Intergovernmental Agreement between the State of Arizona and the City of Kingman, entitled

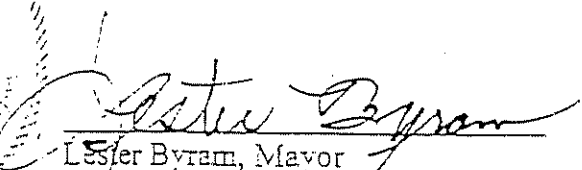
AG Contract No. KR96 0585TRN
ADOT ECS File No. JPA 96-31
Project: H5648 02C
Section: Mohave Channel @ Kino
Mohave Channel
Beverly Avenue.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona, on March 5, 2001.

ATTEST:


Charlene Ware, City Clerk

APPROVED:


Lester Byram, Mayor

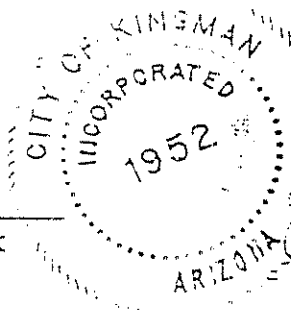
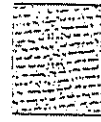
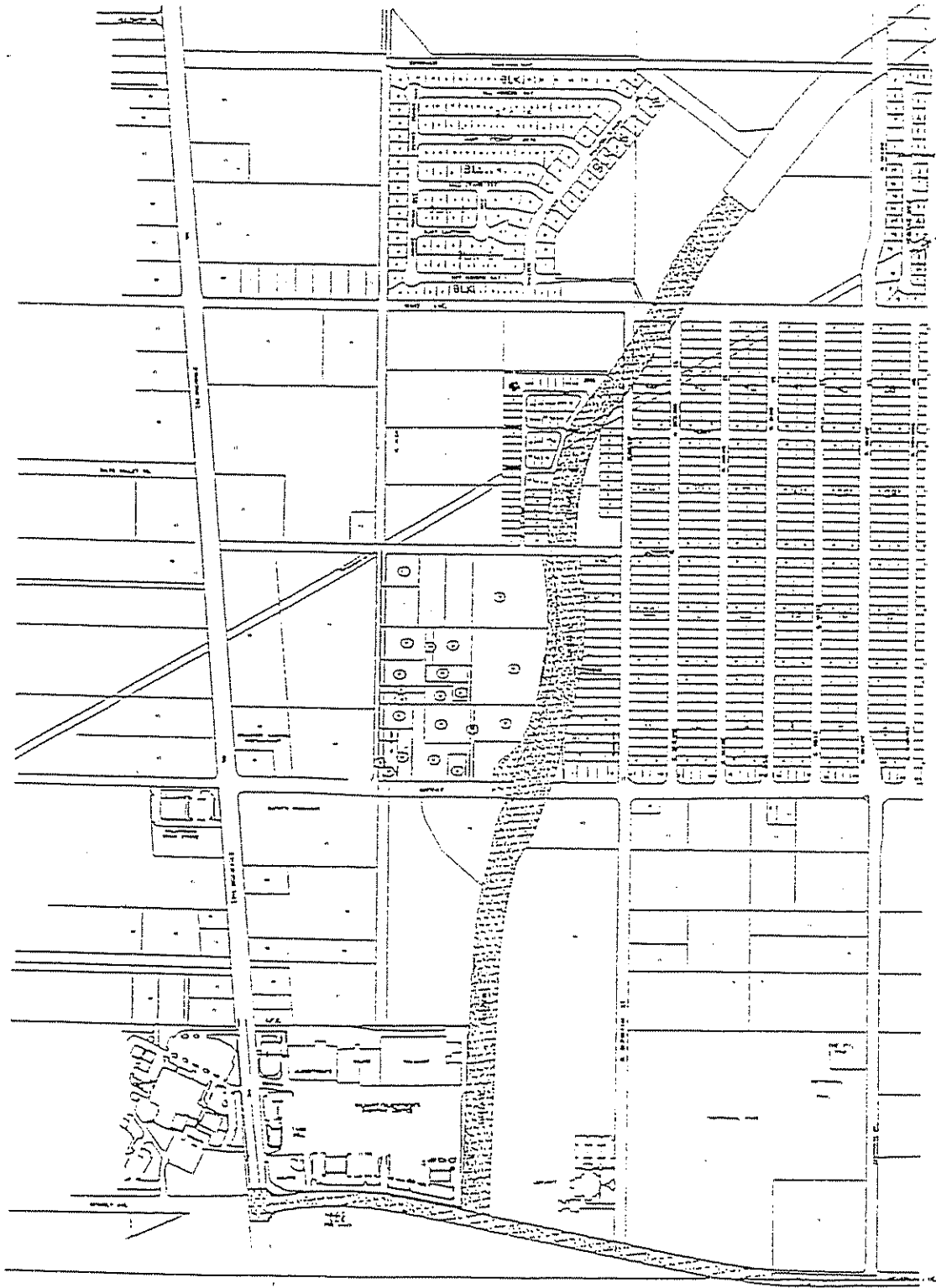


EXHIBIT A

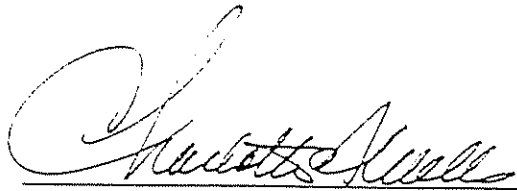


Area to be
disposed of
to City of
Kingman from
ADOT

APPROVAL OF THE KINGMAN CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF KINGMAN and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 3rd day of March, 2001

A handwritten signature in cursive script, appearing to read "Charles K. Kull", is written over a horizontal line.

City Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX, AZ 85007-2925

TRN Main: (602) 542-1680
Direct: (602) 542-3337
Fax: (602) 542-3646
MAIN PHONE: (602) 542-5025
FACSIMILE: (602) 542-4085

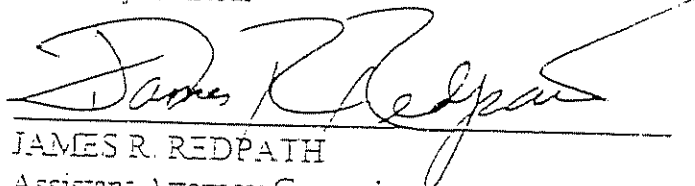
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR96-0585TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 4, 2001

JANET NAPOLITANO
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et 676777

Enc.